

**Okanogan County Commissioners'**  
**Ordinance No. 2008-10**

**AN ORDINANCE ADOPTING A DEVELOPMENT AGREEMENT FOR THE MAZAMA MEADOWS  
PLANNED DEVELOPMENT MODIFICATION 2008-5**

**SECTION 1: FINDINGS AND RECITALS**

- 1.1. WHEREAS, the comprehensive plan designation of the property is "Methow Valley Sub-unit A-1, Mazama"; and
- 1.2. WHEREAS, the zoning designation of the property is "Planned Development"; and
- 1.3. WHEREAS, the applicant proposes a modification to a portion of the Blackjack Planned Development 92-4; and
- 1.4. WHEREAS, the development proposal must include zoning controls, regulating development of the project area in an appropriate manner; and
- 1.5. WHEREAS, a development agreement is proposed, defining zoning controls within the planned development; and
- 1.6. WHEREAS, the planned development process is authorized and outlined in the Okanogan County Zoning Code, Chapter 17.19 (Planned Developments) and this planned development modification application was initiated under, and subject to, all applicable provisions of Okanogan County Code; and
- 1.7. WHEREAS, on March 31, 2008, an application for a Planned Development was submitted. The application was vested on July 16, 2008; and
- 1.8. WHEREAS, notice of the application and SEPA threshold Determination was mailed to commenting agencies on July 23, 2008, mailed to adjacent landowners on July 23, 2008, and published in the Chronicle (Okanogan County's legal periodical of record) and the Methow Valley News on July 23, 2008; and
- 1.9. WHEREAS, notice of the public hearing and final SEPA threshold Determination was mailed to commenting agencies on August 26, 2008, mailed to adjacent landowners on August 26, 2008, and published in the Chronicle (Okanogan County's legal periodical of record) and the Methow Valley News on August 27, 2008; and
- 1.10. WHEREAS, on July 23, 2008 an environmental threshold (preliminary) Mitigated Determination of Non-Significance was issued. The comment period ended August 11, 2008. On August 27, 2008 a final Mitigated Determination of Non-Significance was issued. The appeal period ended September 15, 2008; and
- 1.11. WHEREAS, the Okanogan County Regional Planning Commission conducted a public hearing, reviewing the Planned Development proposal and development agreement, on September 22, 2008. From this public hearing the Planning Commission offered a recommendation to the Board of Okanogan County Commissioners; and
- 1.12. WHEREAS, the Board of Okanogan County Commissioners conducted a public hearing reviewing the Planned Development proposal and development agreement. At this time the Board considered the recommendation of the Okanogan County Regional Planning Commission; and

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Ordinance COMMISSIONERS  
Okanogan County Washington

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## SECTION 2: Development Agreement

Now therefore be it ordained by the Board of Okanogan County Commissioners that:

Based on the Findings and Recitals cited herein, the Board of Okanogan County Commissioner's adopt the Mazama Meadows development agreement in "Attachment A".

DATED at Okanogan, Washington this 27 day of October, 2008.

### BOARD OF COUNTY COMMISSIONERS OKANOGAN, WASHINGTON




ATTEST:

  
\_\_\_\_\_  
Andrew Lampe, Member

  
\_\_\_\_\_  
Don (Bud) Hover, Member

  
\_\_\_\_\_  
Mary Lou Peterson, Chair

  
for \_\_\_\_\_  
Brenda Crowell, Clerk of the Board



**Attachment A**





**Return Address:**

KARRO & SMITH, PLLC  
Attorneys at Law  
P.O. Box 3058  
Washington, WA 98862

**Name of Instrument to be Recorded:** DEVELOPMENT AGREEMENT

**Grantors/Grantees:** Mazama Meadows, LLC

**Abbreviated Legal Description:**

**Assessor's Tax Parcel No's.:**

Lot 1, Tract 2 Blackjack 9100025210  
Lot 2, Tract 2 Blackjack 9100025220  
Lot 3, Tract 3 Blackjack 9100025330  
Lot 4, Tract 3 Blackjack 9100025340  
Lot 5, Tract 3 Blackjack 9100025350  
Lot 6, Tract 3 Blackjack 9100025360  
Lot 7, Tract 3 Blackjack 9100025370  
Lot 8, Tract 2 Blackjack 9100025280  
Lot 9, Tract 2 Blackjack 9100025290  
Blackjack 2 HOA OPENSACE 9100025200  
Blackjack 3 HOA OPENSACE 9100025300

**THIS COVER SHEET AND THE LEGAL DESCRIPTION HEREON IS FOR  
RECORDING PURPOSES ONLY AND IT SHALL NOT MODIFY OR CHANGE  
IN ANY WAY THE CORRECT LEGAL DESCRIPTION OF THE SUBJECT  
PREMISES OR ANY OTHER FACT AS SET FORTH ON THE ATTACHED  
DOCUMENT OF CONVEYANCE.**

Development Agreement  
Mazama Meadow's Planned Development 2008  
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**Gregory Gizinski, & Martha Gizinski, husband and wife ("Gizinski"); and Roseann Gizinski, a single person and MAZAMA CORNER, LLC, a Washington limited liability company, hereinafter collectively referred to as "Owners", the owners of real property in Okanogan County, Washington, and the COUNTY OF OKANOGAN, a Washington Municipal Corporation (the "County"), enter into this Development Agreement to govern the development, use and mitigation of environmental impacts associated with the development of said real property by the Owners.**

**1. Property.** The real property, which is the subject of this Development Agreement, consists of two individual parcels (collectively referred to herein as "Parcels" and individually as "Parcel"), and encompasses a total of approximately 31.61 + 1.8 acres. The Development Agreement shall apply to all of the Parcels, as illustrated on Exhibit A, and as legally described on Exhibit B, and any subsequent owners thereof.

The Parcels are owned individually as shown in Paragraph 2 below. The County has requested that to further administrative economy associated with the orderly development of the Parcels, a single review process be instituted which encompasses all of the Parcels rather than an individual review process for each parcel. The Owners agree that for the purposes of this Development Agreement only, the Parcels will be subject to such single review process as requested by the County and pursuant to the terms and conditions contained herein.

**2. Ownership.** The Parcels are owned by the Owners as follows:

PARCEL(S)	OWNER
Lot 1, Tract 2 Blackjack 9100025210	Mazama CornerLLC dba Mazama Meadows LLC
Lot 2, Tract 2 Blackjack 9100025220	Mazama CornerLLC dba Mazama Meadows LLC
Lot 3, Tract 3 Blackjack 9100025330	Mazama CornerLLC dba Mazama Meadows LLC
Lot 4, Tract 3 Blackjack 9100025340	Mazama CornerLLC dba Mazama Meadows LLC
Lot 5, Tract 3 Blackjack 9100025350	Gizinski, Gregory & Martha & Roseann Gizinski
Lot 6, Tract 3 Blackjack 9100025360	Mazama CornerLLC dba Mazama Meadows LLC
Lot 7, Tract 3 Blackjack 9100025370	Mazama CornerLLC dba Mazama Meadows LLC
Lot 8, Tract 2 Blackjack 9100025280	Mazama CornerLLC dba Mazama Meadows LLC
Lot 9, Tract 2 Blackjack 9100025290	Mazama CornerLLC dba Mazama Meadows LLC
Blackjack 2 OPENSOURCE 9100025200	Mazama Meadows PUD HOA
Blackjack 3 OPENSOURCE 9100025300	Mazama Meadows PUD HOA

**3. Road Regulations; Wildlife; SEPA.** Subject to Paragraph 5 of this Development Agreement, the following road regulations and development standards shall govern development of the Parcels during the term of this Development Agreement:





**3.1 Road Regulations.** Okanogan County Category II private road standards per "Okanogan County Category II private road standards per "Okanogan County Road and Street Standards and Guidelines for Development Revised April 10, 2007" hereinafter "Road Standards," shall apply to the road identified on Exhibit C attached hereto and incorporated herein by reference as though fully set forth. Such road location is approximate, and may be relocated the limits of the Right-of-Way by the owners to accommodate topography or access potential. All other roads serving more than one Parcel shall be built in conformity with the Road Standards served by such roads.

**3.2 Wildlife.** Owners agree that any development of the parcels should include measures to mitigate any impacts identified with present wildlife migration and habitat. As new residences will be established in this Planned Development within existing wildlife habitats, the applicants, their successors and assigns do hereby waive any and all future wildlife damage claims against the Washington Department of Fish and Wildlife, and accept the risk of such damage or loss as a part of living in a rural area inhabited by wildlife. The plat is designed with ample room to accommodate wildlife activities and movement between structures through the designation of open space. The Recorded covenants conditions, and restrictions require any fencing to be of an accepted wildlife friendly design. (Article 12.7 Fences) The CC and R's also incorporate a noxious weed control program (Article 12.10 Noxious Weeds).

**3.3 SEPA.** The owners have submitted, and the County has accepted, a single SEPA checklist for combined road, utility and trail improvements on the parcels. A final Mitigated Determination of Non-Significance has been issued and published on April 18, 2008. Provided, that any individual subdivision submitted to the County regarding the parcels shall require another separate SEPA checklist, and the County agrees that it shall require only an internal review for each submittal which shall reference and be governed by this Development Agreement. Provided further, that in the event further subdivision proposals create densities beyond that set forth in paragraph 4.1 herein, it is agreed that an amendment to such applicable Mitigated Determination of Non-Significance or an independent SEPA review may be required. This decision may be made by the County Code Administrator. In the event of disagreement by the parties, the County Board of Commissioners shall decide if an amendment to such Mitigated Determination of Non-Significance or an independent SEPA review shall be required.

**3.4 Storm Water Management.** The developer finds that this site is not subject to storm water runoff. The W. S. Dept. of Ecology (DOE) will be consulted in this matter. If DOE finds that a NPDES Construction Storm water General Permit is required, then one will be obtained.

**4 Subdivision; Uses, Water Resources.** Potable water will be provided by an existing approved Community Domestic water system PWS , and used in a manner





consistent with RCW 90.44.050. The plat documentation as submitted includes a water management and conservation plan that includes an allocation table describing the amount (gpd) and allowed uses for each lot as 500 gpd..

**4.1 Allowed Uses:** Nine parcels are created through the original Planned Development process. Parcels 1, 2, 3, 4, 5, 6, 7, 8 & 9 will be designated for use as single family residential and nightly rental. No single parcel shall be further subdivided. All boundary line adjustments shall be reviewed administratively by the County, as long as such boundary line adjustments comply with the provisions of this paragraph. The allowed uses in this Planned Development shall remain in effect until otherwise amended in accordance with this agreement.

**4.2** The existing well is constructed in accordance with the provisions of Chapter 173-160 WAC and RCW 90.44.050. The well is located at a distance greater than 100 feet from any known, suspected or potential source of contamination and is not located within 600 feet of a solid waste landfill .

**5 Term of Agreement and Vesting.** This development agreement and the building and development regulations, impact fees, SEPA regulations and substantive SEPA policies and other laws, statutes, ordinances or policies governing land development and building permits in effect on the date of this Development Agreement shall govern the development of the parcels, so long as any application required for the development of any parcel is filed within ten (10) years of the date of this development Agreement. Any owner may terminate this Development Agreement as it pertains to an Owner's Parcel(s) by written agreement with the County. In that event, such Owner's Parcel(s) shall be required to comply with all applicable rules and regulations governing the development of such parcel(s) as contained in such written agreement and referenced on the face of the plat.

**6 Recording Assignment.** This Development Agreement shall be recorded with the Okanogan County Auditor's Office. This Development Agreement shall bind and inure to the benefit of the parties hereto and their successors in interest, and shall be a continuing covenant upon the Parcels during the term herein.

**7 Modification.** This Development Agreement may be modified only with the agreement of the parties hereto or their successors and assigns.

**8 Counter parts.** This Development Agreement may be executed in counter parts, each of which shall be deemed an original.



DATED this 29 Day of June, 2008

COUNTY OF OKANOGAN


By   
Andrew Lampe, Commissioner



By   
Mary Lou Peterson, Commissioner


By   
Don "Bud" Hover, Commissioner


ATTEST:

for   
Brenda Crowell,  
Clerk of the Board

By   
Gregory Gizinski

By   
Martha Gizinski

By   
Roseann Gizinski

By   
Edward Alkire, member Mazama Corner  
Group, LLC, dba Mazama Meadows LLC





STATE OF WASHINGTON           )  
  )  
County of Okanogan           ) ss.

I certify that I know or have satisfactory evidence that **Andrew Lampe** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Commissioner** of the County of Okanogan, to be the free and voluntary act of such party for the uses stated therein.

DATED June 29<sup>th</sup>, 2008



B. J. Crowell

Printed name: BRENDA J. Crowell  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at OMAK, WA  
My commission expires 11-29-08

STATE OF WASHINGTON           )  
  )  
County of Okanogan           ) ss.

I certify that I know or have satisfactory evidence that **Mary Lou Peterson** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Commissioner** of the County of Okanogan, to be the free and voluntary act of such party for the uses stated therein.

DATED June 29<sup>th</sup>, 2008

B. J. Crowell

Printed name: BRENDA J Crowell



NOTARY PUBLIC in and for the State of  
Washington

Residing at OMAK, WA

My commission expires 11-29-2010

STATE OF WASHINGTON                     )  
   )  
County of Okanogan                     ) ss.

I certify that I know or have satisfactory evidence that **Don "Bud" Hover** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the **Commissioner** of the County of Okanogan, to be the free and voluntary act of such party for the uses stated therein.

DATED June 29, 2008



B. Crowell

Printed name: BRENDA J. Crowell

NOTARY PUBLIC in and for the State of  
Washington

Residing at 11-29-2010

My commission expires \_\_\_\_\_







STATE OF WASHINGTON     )  
  )  
County of Okanogan     ) ss.

I certify that I know or have satisfactory evidence that **Edward Alkire** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses stated therein.

DATED 6/29/08



Dale B Fasse  
Printed name: DALE B. FASSE  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at WINTHROP  
My commission expires 4/22/12



STATE OF WASHINGTON )  
 )  
County of Okanogan ) ss.

I certify that I know or have satisfactory evidence that **Gregory Gizinski and Martha Gizinski** are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they were authorized to execute the instrument and acknowledged it to be the free and voluntary act of such parties for the uses stated therein.

DATED 6/29/08



Dale B Fasse  
Printed name: DALE B. FASSE  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at WINTHROP  
My commission expires 4/22/08

STATE OF WASHINGTON )  
 )  
County of Okanogan ) ss.

I certify that I know or have satisfactory evidence that **Roseann Gizinski** is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she is authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses stated therein.

DATED 6/29/08



Dale B Fasse  
Printed name: DALE B. FASSE  
NOTARY PUBLIC in and for the State of  
Washington  
Residing at WINTHROP  
My commission expires 4/22/08







**PARCEL 1:** 9100025202 AND 9100025301

OPEN SPACE AND FUTURE DEVELOPMENT AREA AS DESCRIBED IN MINOR MODIFICATION OF THE BLACKJACK PLANNED DEVELOPMENT, PDM 2007-6, RECORDED IN VOLUME I-1 OF PLATS, PAGE 174 UNDER AUDITOR'S FILE NO. 3122195, WHICH IS A MODIFICATION OF FISHER AND WILSON MODIFICATION OF TRACTS 1 AND 2 OF THE BLACKJACK PLANNED DEVELOPMENT, PDM 2007-2 RECORDED IN DRAWER 5 OF PLATS, PAGE 161 UNDER AUDITOR'S FILE NO. 3120738 AND OF BLACKJACK TOURIST.

**PARCEL 2:** 9100025210, 9100025220, 9100025280 AND 9100025290

LOTS 1, 2, 8 AND 9, TRACT 2, BLACKJACK TOURIST RESIDENTIAL AND COMMERCIAL PLANNED DEVELOPMENT 92-4 AS RECORDED IN DRAWER 5, SECTION 1, PAGE 87.

MODIFICATION OF COMMON OPEN SPACE RECORDED IN DRAWER 5 OF PLATS, PAGE 61 UNDER AUDITOR'S FILE NO. 3120738 AND VOLUME I-1 OF PLATS, PAGE 174, UNDER AUDITOR'S FILE NO. 3122195.

**PARCEL 3:** 9100025330, 9100025340, 9100025360 AND 9100025370

LOTS 3, 4, 6 AND 7, TRACT 3, BLACKJACK TOURIST RESIDENTIAL AND COMMERCIAL PLANNED DEVELOPMENT 92-4 AS RECORDED IN DRAWER 5, SECTION 1, PAGE 87.

**PARCEL 4:** 9100025350

LOT 5, TRACT 3, BLACKJACK TOURIST RESIDENTIAL AND COMMERCIAL PLANNED DEVELOPMENT 92-4 AS RECORDED IN DRAWER 5, SECTION 1, PAGE 87.

SITUATE IN THE COUNTY OF OKANOGAN, STATE OF WASHINGTON.

Exhibit B